

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH DAKOTA

In re:	)	Bankr. No. 13-10118
	)	Chapter 11
)	
NORTHERN BEEF PACKERS	)	SCOTT OLSON DIGGING, INC.'S
LIMITED PARTNERSHIP	)	OBJECTION TO DEBTOR'S
SSN/ITIN: 26-2530200	)	PRELIMINARY REQUEST FOR
	)	AUTHORITY TO OBTAIN SECURED
Debtor.	)	CREDIT, USE CASH COLLATERAL,
	)	AND PROVIDE ADEQUATE
	)	PROTECTION AND AN OBJECTION
	)	TO DEBTOR'S FINAL REQUEST

COMES NOW Scott Olson Digging, Inc. (hereafter "Olson Digging"), by and through one of its attorneys, and objects to Debtor's Motion as follows:

1. Debtor's Motion states that Debtor is unaware of any security interests or liens other than those identified in the Motion.

2. Debtor is fully aware that Olson Digging filed a mechanic's lien in 2008 against all of the real property owned by Debtor. Stated mechanic's lien is in first priority position, and is not identified in Debtor's Motion.

3. The necessary amount of post-Petition financing would be adequately protected as an administrative claim, without super priority lien protection.

4. Olson Digging should be listed on Exhibit D of Debtor's Motion as being considered a "Permitted Senior Security Interest" for purposes of the DIP Loan.

5. Debtor's Motion requests that the DIP indebtedness be given a first priority security interest in all assets which would include real property.

6. Unless Olson Digging is allowed to retain its first priority position in the real estate, Olson Digging specifically objects to allowing pre-Petition indebtedness in the amount of \$2,500,000.00 to be converted dollar for dollar to be considered DIP indebtedness. Also Olson Digging specifically objects to a Replacement Lien in all of Debtor's assets to the lender for an unlimited amount equal to the "Diminution in Value" of the assets, specifically including default rate of interest.

7. Olson Digging's original mechanic's lien was in the amount of \$2,114,975.49 as of November 29, 2007, plus interest at the statutory rate and attorney fees and costs.

8. Any Replacement Liens granted should also be subject and subordinate to Olson Digging's mechanic's lien, interest and fees.

9. Olson Digging's mechanic's lien is not adequately protected if Debtor's Motion is granted as requested.

WHEREFORE, Olson Digging prays that Debtor's Motion be denied unless Olson Digging's mechanic's lien is recognized as a Permitted Senior Lien and remains Senior to the requested loans and liens, and for such other and further relief as appropriate in premises.

Dated this 30th day of July, 2013.

GERRY & KULM ASK, PROF. LLC:

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